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Attorneys for
Defendant National Casualty Company

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ALASKA

LOWELL FORD,

Plaintiff,

v.

NATIONAL CASUALTY COMPANY
and HARTFORD CASUALTY
INSURANCE COMPANY,

Defendants.

Case No.: 1:13-cv-00007-TMB

**DEFENDANT NATIONAL CASUALTY COMPANY'S MOTION TO DISMISS
PURSUANT TO FED. R. CIV. P. 12(B)(6)**

Defendant National Casualty Company ("National") joins in Hartford Casualty Insurance Company's Motion to Dismiss at Docket 7 and incorporates Hartford's arguments concluding that Lowell Ford ("Ford") has no standing to file a direct cause of action against the tortfeasor's potential insurers in this matter.

Defendant National adds that Ford is not entitled to pursue Stephen Horseman's claims against defendants pursuant to any judicial assignment

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and/or writ of execution as set out in paragraph 15 of Ford's Complaint. As pointed out by Hartford, the Superior Court in Alaska specifically denied Ford's motion for a judicial assignment. And, Ford fails to allege or attach the existence of any Writ of Execution.

Even if Ford had an assignment of any claims from Horsman, it is a well settled principal of law that an assignee steps into the shoes of the assignor as to the rights assigned. Recently, the Alaska Supreme Court held that breach of insurance contract claims must be brought within three years of the date the insurer denies coverage. *McDonnell v. State Farm Mut. Ins. Co.*, 299 P.3d 715, 726 (Alaska 2013). Here, the accident occurred 9/21/2009. The defendants denied liability bodily injury coverage for Stephen Horseman in 2009. (*Complaint* p. 11.) If Stephen Horsman had any claims against his potential insurers for alleged breach of contract or breach of the covenant of good faith and fair dealing, those claims expired in 2012. For this additional reason, Ford's claims, on their face, fail and dismissal is appropriate.

CALL, HANSON & KELL, P.C.
Attorneys for Defendant National
Casualty Company

Dated: August 19, 2013

By: s/Blake H. Call

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CERTIFICATE OF SERVICE

I certify that on this 19th day of August, 2013, a true and correct copy of the foregoing document, and attachments if any, were served electronically upon the following counsel of record:

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s/Blake H. Call

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